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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
EUGENE DIVISION

State Farm Fire and Casualty Company, an  
Illinois company,

Plaintiff,

vs.

John F. Breeden, Robert Breeden, James M.  
Breeden, Jeannie Loe, Rose Eidson, Keith  
Eidson, Margaret Breeden as Trustee under the  
James T. Breeden Irrevocable Trust Dated  
12/31/70 and Joann Breeden as Trustee Under  
the John F. Breeden Irrevocable Trust Dated  
12/31/70 dba Edgewood Shopping Center,

Defendants.

NO. 6:16-cv-02291-MK

ORDER OF DISMISSAL OF ALL  
CLAIMS AND COUNTERCLAIMS

This matter came before the Court on the Stipulation of Dismissal of all Claims and Counterclaims on Approval of Good Faith Settlement by plaintiff State Farm Fire and Casualty Company and defendants John F. Breeden, Robert Breeden, James M. Breeden, Jeannie Loe, Rose Eidson, Keith Eidson, Margaret Breeden as Trustee under the James T. Breeden Irrevocable Trust Dated 12/31/70, and Joann Breeden as Trustee Under the John F. Breeden Irrevocable Trust Dated 12/31/70 dba Edgewood Shopping Center (together, "Edgewood").

Based upon the Stipulation and this Court's approval of the good faith settlement between State Farm and Edgewood, IT IS HEREBY ORDERED that:

1. The portion of the Lawsuit related to claims accrued prior to May 9, 2016, the portion of the Lawsuit related to Edgewood's breach of contract claim, and the portion of the Lawsuit related to Edgewood's claims against State Farm for violation of the Oregon Environmental Cleanup Assistance Act ("OECAA") are dismissed, with prejudice and without attorney fees or costs to either party.
2. The portion of the Lawsuit related to claims that accrued on or after May 9, 2016 are dismissed, without prejudice and without attorney fees or costs to either party.

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3. No claims or counterclaims remain between the Parties and this case is closed.

DATED: November 6, 2019

s/ Mustafa T. Kasubhai  
**MUSTAFA T. KASUBHAI**  
United States Magistrate Judge

Submitted by:

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